


**Contract**  
**AGREEMENT**  
**BETWEEN**  
**HOUSING AUTHORITY**  
**OF THE CITY OF CAMDEN**  
**AND**  
**AFSCME COUNCIL 71**  
**LOCAL 3441**  
**JANUARY 1, 2012**  
**THROUGH**  
**DECEMBER 31, 2015**



**AFSCME®**  
*We Make America Happen*

## **TABLE OF CONTENTS**

			Page
Article	1	Recognition	1
Article	2	Check Off and Dues Deduction	2
Article	3	Work Schedules	4
Article	4	Overtime	6
Article	5	Call-In Time	8
Article	6	Health, Prescription & Dental Insurance	9
Article	7	Rates of Pay	11
Article	8	Fringe Benefits	13
Article	9	Sick Leave With Pay	16
Article	10	Leave of Absence With Pay	18
Article	11	Union Leave	19
Article	12	Negotiations	20
Article	13	Jury Duty	21
Article	14	Leave of Absence Without Pay	22
Article	15	Military and Family Leave	23
Article	16	Vacations	24
Article	17	Worker's Compensation	26
Article	18	Holidays	27
Article	19	Longevity	29
Article	20	Strikes and Lockouts	30
Article	21	Job Title Development	31
Article	22	Labor Management Committee	32

Article	23	Disciplinary Procedures	33
Article	24	Grievance Procedures	35
Article	25	Seniority	38
Article	26	Membership Packets	40
Article	27	Printing of the Agreement	41
Article	28	General Provisions	42
Article	29	Equal Treatment	44
Article	30	Safety and Health	45
Article	31	Drug Testing Policy	46
Article	32	Vehicles	47
Article	33	Term of Agreement	48
Appendix 1			49

## ARTICLE 1 – RECOGNITION

The HACC recognizes the Union as the collective bargaining agent for the purpose of negotiating and establishing salaries, wages, hours of work, and other conditions of employment for all of its employees in the classifications listed under Appendix I attached hereto, which by reference is made a part of this Agreement, and for such additional classifications as the HACC and the Union (collectively the “parties”) may later agree to include. This recognition, however, shall not be interpreted as having the effects on or in any way abrogating the rights of employees as established by Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq. This Agreement covers all titles listed in the Appendix. Specifically excluded from this Agreement are all positions classified by the New Jersey Public Employment Relations Commission as supervisors, confidential employees, managerial executives and guards. No title shall be added to the unit, except pursuant to a written Agreement between the Union and the Executive Director of the HACC.

## ARTICLE 2 - CHECK OFF AND DUES DEDUCTION

**Section 1:** The HACC agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the HACC by the treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the office of AFSCME Council 71 together with a list of the names of all the employees for whom the deductions were made by the tenth (10th) day of each month after such deductions were made.

**Section 2:** The HACC agrees to deduct dues or assessments of chapter plans or for employee benefits upon written request from the employee, or as may be required by law. If deductions have not been made within fifteen (15) working days after the presentation of the request, the employees shall be responsible for notifying the HACC's personnel department so that they can follow up on the request from its initiation. The department head or his agent shall inform said employee as to when deductions should begin.

**Section 3:** Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

**Section 4:** The effective date of a termination of dues deduction to the majority representative shall be as of July 1st, next succeeding the date on which the notice of withdrawal is filed with the HACC.

**Section 5:** Any employee in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) calendar days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the

Union by automatic payroll deduction. The representation fee shall be in the amount not to exceed eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the HACC by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision.

**Section 6:** The Union shall indemnify and hold the HACC harmless against any or all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the HACC in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, the HACC shall have no obligation to defend this provision but, shall cooperate with the Union in defending this provision.

### ARTICLE 3 - WORK SCHEDULES

**Section 1:** For employees whose normal work week is forty (40) hours, the weekly schedule shall consist of the regularly scheduled work week of five (5) consecutive days, Monday through Friday inclusive, from 8:00 a.m. to 4:30 p.m. with a half hour for lunch. For employees whose normal work week is thirty five (35) hours, the weekly schedule shall consist of the regularly scheduled work week of five (5) consecutive days, Monday through Friday inclusive, from 8:30 a.m. to 4:30 p.m. with an hour lunch.

**Section 2:** A weekend and evening crew may be developed utilizing maintenance personnel with a work week consisting of forty (40) hours a week Monday through Friday inclusive, from 4:30 p.m. to 12:00 a.m. with one-half hour for lunch. The weekend crew, inclusive of Saturday and Sunday, may be developed utilizing volunteer maintenance personnel to work from the hours of 8:00 a.m. to 4:30 p.m. and 4:30 p.m. to 12:00 a.m. with one-half hour for lunch. Compensation for this special shift shall be at the rate of 10% differential from the regular hourly rate of pay. If there are no volunteers, the HACC has the right to select and appoint individuals in reverse seniority.

**Section 3:** The HACC agrees to notify the Union whenever any personnel changes are anticipated at least five (5) working days prior to the change becoming effective. This will include salary changes; wages; reassignments, whether temporary, provisional or permanent; starting and quitting times; or any other personnel changes which impact upon salary or reassignments, except in emergency situations. The HACC agrees to notify the Union and the employee of any changes. The Union has the right to request discussion provided such discussion does not preclude the changes. The five (5) day notice to the Union and employee is

waived when the transfer is for less than one (1) week. The affected employee will be notified in writing within twenty-four (24) business hours after the temporary transfer.

**Section 4:** The Maintenance Repairer Classification Work Schedule shall consist of five (5) consecutive work days with two (2) days off. Each work week shall be of a forty (40) hour duration. Employees assigned to the aforementioned work schedule shall be compensated an additional eighty five cents (.85) per hour for work performed on Saturday or Sunday.

**Section 5: BOILER OPERATIONS.** The parties understand that the boiler operation is seven (7) days per week, twenty-four (24) hours per day and that the HACC will continue to make coverage decisions as it has in the past to assure adequate staffing of the boiler operation.

- a. Whenever the HACC determines that it is necessary to temporarily assign a non-boiler operator member of the bargaining unit to boiler work, the selection of such person shall come from a sign up list for such work and shall be based upon qualifications and seniority, seniority prevailing where qualifications are approximately equal on a rotating basis.
- b. Whenever a recognized paid holiday falls on a Boiler Operator's regularly scheduled work day, the employee shall work and receive another day off with pay in lieu thereof, said day to be scheduled consistent with the needs of the HACC.
- c. Part-time Boiler operators shall not be eligible for any fringe benefits otherwise available to the full-time employees.



## ARTICLE 4 - OVERTIME

**Section 1:** Overtime refers to any paid work time in excess of forty (40) regular hours of work per work week; and is granted only when the employee is properly authorized to work overtime by his/her immediate supervisor. Forty (40) regular hours of work includes actual hours worked and recognized paid holiday hours. For purposes of overtime payment, work hours do not include paid sick, personal, vacation, bereavement or any other non-work days or time/hours; nor while receiving workers' compensation.

**Section 2:** Only employees who have worked in excess of forty (40) hours per work week are eligible to perform and receive overtime. If an employee has not worked forty (40) hours per work week, he/she will be compensated straight time up to forty (40) hours and overtime for hours worked over forty (40) hours per work week.

**Section 3:** Time and one-half (1½) the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed by maintenance staff in excess of forty (40) hours per week.
- b. All work performed on Saturday, in excess of forty (40) hours per week, except when compensated pursuant to Article 3, Section 4.
- c. Any Maintenance Repairer whose work week exceeds forty (40) hours by working Saturday, will be paid time and a half based on salary not including the eighty-five cents (.85) differential.

**Section 4:** Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions.

- a. All work performed on Sunday, in excess of forty (40) hours per week, except when compensated pursuant to Article 3, Section 4.
- b. All Holidays, in addition to Holiday pay.
- c. All work performed on declared Holidays.
- d. In no event will employees be paid less than double time for having worked consecutively in excess of sixteen (16) hours.

**Section 5:** Overtime work will be distributed as equitably as possible among employees within the same classification where shift and ability are equal. The HACC shall provide an up-to-date list upon the request of the local union president or his/her designee. Such request shall not be reasonably denied.

**Section 6:** Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In the event overtime is not secured, it shall be assigned in reverse seniority order.

**Section 7:** Overtime shall be paid on a current schedule, or at least no later than the second pay period after the overtime is performed, as long as the employee timely reports overtime work.

## ARTICLE 5 - CALL-IN TIME

**Section 1:** Any employee scheduled to work 35 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half ( $1\frac{1}{2}$ ) for such work, and be guaranteed not less than two (2) hours pay. Any employee scheduled to work 40 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half ( $1\frac{1}{2}$ ) for such work, and be guaranteed not less than two (2) hours pay. However, the HACC reserves the right to require the employee to perform additional work at the particular site of the call-in work during that time period. A "call-in" shall mean a request to perform services received while off the work site from the HACC.

**Section 2:** Two hours shall be guaranteed for each separate call-in, unless the call-in is to correct work not properly repaired on a prior call-in. Any hours worked on a call-in shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ).

**Section 3:** If the employee's call-in time work assignment and his/her regular shift overlap, he/she shall be paid time and one-half ( $1\frac{1}{2}$ ) for that period worked prior to the regular shift. Thereafter, for the balance of his/her regular work shift, he/she shall be paid at the appropriate rate.

## ARTICLE 6 – HEALTH, PRESCRIPTION & DENTAL INSURANCE

**Section 1:** The Authority shall continue to provide the insurances noted in this Article for the covered employees and their eligible dependents. Effective, June 28, 2011, New Jersey Chapter 78, Public Law 78 was enacted. The provisions of Chapter 78, P.L. 2011 requires employees who elect State Health benefits Program (SHBP) to contribute a certain percentage of their health (medical and prescription drug) premium. The percentage rate of contribution is determined based on the employee's salary and the selected level of health care coverage (i.e., Single, Husband/Wife, Parent/Child or Family coverage). No employee will pay an amount that is less than 1.5% of the employer's compensation, in accordance with New Jersey Chapter 2, P.L. 2012.

Employee contributions for health care will increase and be phased in over four (4) years from 2012 to 2015. New employees hired after June 28, 2011, the effective date of Chapter 78, P.L. 2011, shall contribute at the Year 4 "Percentage of Premium" and salary range schedule.

**Section 2:** New employees will become covered by the Health Benefits Program sixty (60) days following the date of hire provided that the employee has timely completed and submitted the required enrollment documents.

**Section 3:** The HACC agrees to provide full coverage for all full-time employees and make provision that an employee will not be dropped from the coverage after major illness, or disability, or during the term of major illness disability.

**Section 4:** The HACC agrees to provide a dental plan for full-time employees. Effective January 1, 2014 employees will contribute an amount equal to 25% of the dental plan premium, which will be paid through payroll deductions. Commencing in 2014, the HACC will offer more than one authorized State dental plan from which the employee may select. The employee will

pay the difference between the lowest cost dental plan and any more costly dental plan selected by the employee in addition to the percentage contribution which will be paid through payroll deductions.

**Section 5:** The HACC agrees to provide New Jersey Temporary Disability Benefits to qualifying members of the Bargaining unit.

**Section 6:** Medical benefits for employees after retirement shall be provided in accordance with applicable New Jersey statutory and regulatory provisions.

## ARTICLE 7 - RATES OF PAY

**Section 1:** The regularly scheduled payroll period shall extend from Saturday through Friday. The employees shall be paid every Friday. In the event that Friday is a holiday, the pay will be on the day before, barring circumstances beyond the HACC's control.

**Section 2:** If an employee is requested to perform the duties (full-day) of a higher paid classification and performs those duties for five (5) consecutive work days, then the employee shall be paid an additional 20% of his/her salary or the minimum of the higher rated position, whichever is lower, commencing on the 6<sup>th</sup> work day for all time worked in that position going forward. The HACC shall not arbitrarily move employees into and/or out of such position to avoid paying the higher rate of pay. Employees shall not be required to work in an out-of-title position.

**Section 3:** An employee shall be paid the rate of pay for his/her own classification when performing work in a lower paid classification.

**Section 4:** When an employee is demoted or returned to a former position, he/she shall receive his/her last salary held in that position, plus any annual salary increases for that title.

**Section 5:** If during the probationary period a promoted employee has not demonstrated the ability to perform the duties of the new position, he/she shall retain the right to return to his/her previously held title at his/her former rate of pay.

**Section 6:** If an employee is absent because of sickness, annual leave or any other situation which would prevent him/her from personally picking up his/her pay check on the regular payday, he/she may make arrangements, to have his/her check(s) picked up by another person. The employee's ID card and written authorization must be provided to the Finance Department. The person identified in the authorization must properly identify himself/herself.

In all other cases the check will be mailed to the address listed on the check. In no event shall checks be released prior to 12 noon.

**Section 7:** All employees hired prior to the execution of this Agreement who are covered by this Agreement shall receive pay increases as follows:

Effective:	January 1, 2012	No increase in base pay
	January 1, 2013	3.0% increase in base pay
	January 1, 2014	2.0% increase in base pay
	January 1, 2015	2.0% increase in base pay

The HACC and the Union will develop minimum and maximum salary ranges for 2013 and 2014.

In 2013, a Labor Management Committee shall be formed and shall meet and discuss work goals and merit pay for the successor Collective Bargaining Agreement.

**Section 8:** Employees assigned to the second shift (between 4:30 p.m. and Midnight), will be compensated at an additional rate of ten (10%) percent times the hourly rate, provided such employee's work day schedule is of seven or more hours.

**Section 9:** Employees assigned to the third shift (between 12:00 a.m. and 8 a.m.) shall be compensated at an additional rate of ten (10%) percent shift differential, provided such employee's work day schedule is of seven or more hours.

**Section 10:** For Seasonal Boiler Operators only, a ten percent (10%) shift differential shall be paid to each employee who works the second or third shifts (4:00 p.m. to midnight and midnight to 8:00 a.m., respectively). Shift assignments shall continue to be made in the same manner as previously made.

## ARTICLE 8 - FRINGE BENEFITS

**Section 1:** Maintenance employees shall receive an appropriate set of tools. All Boiler Rooms will be equipped with an appropriate set of tools.

**Section 2:** All maintenance employees will sign a form stating cost of tools provided and that they have received an appropriate set of tools. The HACC shall conduct periodic inspection of tools. These tools shall be provided to maintenance employees after completion of the probationary period.

**Section 3:** All employees who are required to wear HACC issued uniforms (except Homeservice worker employees) will receive the following issuance.

- a. Five (5) pairs of trousers
- b. Five (5) winter shirts
- c. Five (5) summer tee shirts
- d. Employees will receive a one hundred dollar (\$100.00) voucher annually for the purchase of OSHA approved boots.
- e. One (1) summer jacket
- f. Two (2) caps
- g. One (1) winter jacket
- h. Two (2) heavy duty coveralls (one light and one heavy)
- i. One (1) weight belt (by written request from employee only)

**Section 4:** Uniforms are to be of a heavy grade and properly fitted per employee. Clothing replacement will be on a fair, wear and tear basis and the HACC will make the determination if an item should be replaced.



**Section 5:** A voucher for the cost of boots will be issued to each uniformed employee for use towards the purchase of OSHA approved boots. Boots must be purchased and worn on a daily basis beginning two-weeks after the voucher is issued. The voucher will be issued during the month of February of each contract year. The employee will be responsible for any additional cost and must provide a copy of the receipt showing that the boots have been purchased.

**Section 6:** The HACC shall have the right to determine the most economical method of providing the above clothing. All employees shall cooperate with the HACC in order to have all present employees outfitted within three months of the signing of this Agreement by the Union and the HACC. The laundering and/or cleaning of the above clothing and future clothing shall be the responsibility of each uniformed employee.

Boiler Operators may choose from three (3) different winter jackets from Best Uniform, or other approved vendor, as follows:

- a. Employee must obtain a requisition number from his/her manager;
- b. Employee goes to Best Union, or other approved vendor, with requisition number;
- c. Employee selects the type of jacket appropriate for the job;
- d. Best Uniform, or other approved vendor, sizes the employee for the jacket;
- e. Property Manager enters requisition into HACC purchasing system;
- f. Once approved up-the-line, a purchase order is issued;
- g. Employee picks up the jacket from Best Uniform, or other approved vendor.

**Section 7:** All Maintenance employees, Building Service employees and Home Service Workers shall be required to report to work in the clothing provided under Section 3. Failure to do so could be just cause for disciplinary action by the HACC, up to and including termination.

**Section 8:** Home service workers will receive the following issuance:

- a. Five (5) sets of scrubs;
- b. One (1) pair of boots (\$100 voucher);
- c. One (1) weight belt (*upon written request from employee*);
- d. One (1) spring jacket;
- e. One (1) winter jacket.

## ARTICLE 9 - SICK LEAVE WITH PAY

**Section 1:** Employees in the HACC's service shall be entitled to the following sick leave with pay.

- a. One (1) working day sick leave with pay for each month of service from the date of appointment up to twelve (12) days of sick leave with pay accrued during the first year of appointment; and then one and one-quarter (1.25) working day sick leave with pay up to fifteen (15) days of sick leave with pay accrued each calendar year thereafter,
- b. Sick leave may only be paid if earned and accrued prior to an absence.
- c. Unused sick leave with pay will accrue to an employee's benefit up to an annual CAP of thirty (30) days which may be carried over to each successive year. Sick leave for purposes herein is defined as an employee's absence from work because of personal illness for which such employee is unable to perform his/her usual duties; exposure to contagious disease; or emergency attendance to his/her immediate family member's illness, which requires the presence of such employee.
- d. If an employee is absent for three (3) consecutive working days for any of the reasons set forth in the above provision, the HACC shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the Doctor's Certificate.
- e. An employee who does not expect to report for work because of personal illness or any of the reasons included in the definition of sick leave set forth herein shall notify his/her immediate supervisor or personnel department by telephone within one (1) hour after the starting time of the employee's shift, except that Boiler Operators must

notify the HACC at least one (1) hour before the designated starting time. Under certain circumstances, a personal message left in the Human Resource/ Personnel Office or the appropriate Manager's Office by a spouse or relative of the employee will be acceptable notice of the expected absence when the employee is unable to make such a call.

- f. Sick leave claimed by reason of quarantine or exposure to contagious disease, may be approved on the certificate of the local Department of Health, upon such reasonable proof as the HACC shall require.

**Section 2:** Any accrued unused sick days shall be paid at retirement only, at the rate of 65% of the current per diem rate, up to a total of five thousand dollars (\$5,000.00). Payment shall be at the rate earned. Employees who have had their bank of sick days grandfathered as of March 17, 2009, may use their banked sick days as authorized, but payment upon retirement for any unused sick days is subject to the \$5,000.00 CAP. Any sick time accumulated before January 1, 1979, shall be called unredeemable sick time. Such unredeemable sick time can be used, but, not redeemed for cash value. Redeemable sick time must be used before unredeemable sick time.

**Section 3:** Paid sick days do not accrue during unpaid leaves or suspensions.

## ARTICLE 10 - LEAVE OF ABSENCE WITH PAY

**Section 1:** A leave of absence with pay shall be granted to an employee desiring such leave because of death in the immediate family; subject to proof provided by the employee satisfactory to the HACC as follows:

<i><b>DAYS</b></i>	<i><b>RELATIONSHIP</b></i>
Five (5)	Mother; Father; Spouse; Brother; Sister; Children; or Stepchildren.
Three (3)	Mother-in-Law; Father-in-Law; Grandmother; Grandfather; or Grandchildren.
One (1)	Aunt; Uncle; Niece; or Nephew.

Under certain circumstances, a leave of absence with pay may also be granted because of the death of a significant member of the employees' household; such leave shall be determined on a case by case basis by the Executive Director, who will also determine the length of such leave. Proof of the death, e.g. death certificate, may be requested from the employee to support the request.

**Section 2:** Personal Leave of two (2 ) days shall be granted to all employees covered under this Agreement.

- a. Personal Leave must be approved by the immediate a supervisor, and cannot be unreasonably denied.
- b. This leave shall not be used for sick time or in conjunction with sick leave.
- c. Personal Leave will not accrue and cannot be carried over to any successive years.
- d. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the appropriate rate of pay, with no loss of seniority, or other employee rights or benefits.

## ARTICLE 11 - UNION LEAVE

**Section 1:** No more than two (2) employees may be granted paid time off during work hours, at any one time, to attend a function or meeting of the Union's local or national. The right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the International Constitution of the Union. The individual requesting said leave shall submit his/her request, in writing along with a copy of any such conditions, restrictions, or limitations contained in the International Constitution of the Union, to the Executive Director no later than five (5) days in advance of taking Union leave. The Executive Director shall give written notice of approval, or rejection of Union Leave to the requesting employee no less than three (3) days in advance of the time requested. Waiver of the requirements for submission of requests may be granted at the discretion of the Executive Director should an emergency situation arise. However, the Union agrees to provide the HACC on a regular basis, with a list of current officers and shop stewards.

**Section 2:** Union Leave shall not be deducted from annual time.

## ARTICLE 12 – NEGOTIATIONS

Time for negotiations will be mutually agreed upon by the Union and the Authority. Members of the Union Negotiating Committee shall be granted administrative leave with pay if negotiations occur on the Authority's time. No more than five (5) employees shall have the right to receive pay under this provision.

### ARTICLE 13 - JURY DUTY

Employees who are selected for jury duty will receive their regular salary while serving in this capacity. Employees are permitted to keep any monies received for a jury duty appearance of one day in length. Payments received for jury service in excess of two or more days shall be turned over to the HACC.



## ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY

**Section 1:** A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his/her duties due to mental and/or physical reasons; or who desires to engage in a course of study which will increase his/her usefulness upon his/her return to service; or for any other reason considered valid by the department head and the HACC, may secure leave from his/her regular duties, with the approval of the department head and the HACC, and be granted leave of absence without pay for a period not exceeding six (6) months. Any employee seeking such special leave without pay, shall submit his/her request in writing, stating the reason why, in his/her opinion, such request should be granted, the date when he/she desires to begin, and the probable date of his/her return to duty.

**Section 2:** Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union, shall be granted a leave of absence without pay, and without loss of seniority, to attend to his/her official duties, for a period not exceeding one (1) year.

## ARTICLE 15 - MILITARY AND FAMILY LEAVE

**Section 1:** Military leave will be granted in accordance with applicable Federal and State laws.

**Section 2:** Family leave will be granted in accordance with applicable Federal and State laws.

## ARTICLE 16 - VACATIONS

### Section 1: Annual Vacation Leave.

a. Employees in the service of HACC shall be entitled to ten (10) days of vacation per year for the first five (5) years of employment. New employees will earn 0.83 day per month (0.83 day per month x 12 months per year = 10 days) during the first five (5) years of employment, and thereafter as follows:

Effective January 1, 2009, for all employees -

1-5 years	10 days
6-10 years	15 days
11-15 years	19 days
16-20 years	21 days
Over 20 years	26 days

**Section 2:** Request for Advance Annual Vacation Leave payment must be submitted to the Finance Department seven (7) days prior to the day payment is desired, accompanied by the written approval of the Director of Finance.

**Section 3:** Preliminary requests for scheduling of annual vacation leave time shall be submitted to the employee's immediate supervisor by April 15, for purposes of scheduling the Authority's work loads. Formal requests for leave shall not be required to be submitted until two (2) weeks prior to such leave taken, provided, and such period of time has not been previously disallowed. Failure to submit a vacation request by April 15, will result in the loss of seniority preference for selection of vacation leave time only. Determination of allowable leave periods in accordance with contract provisions shall be finalized by May 15. Seniority will be used to resolve conflicting or overlapping vacation requests.

**Section 4:** Requests for annual vacation leave of six (6) days or more shall be submitted two weeks in advance and shall be granted at the sole discretion of the Executive Director.

**Section 5:** Requests for annual vacation leave of five (5) days or less shall be at the sole discretion of the immediate supervisor and must be requested one week in advance. Any denial of a request for time off due to emergency situations may be appealed to the Executive Director.

**Section 6:** Vacation leave not used in any calendar year because of business necessity may be carried over for only one calendar year. Such carried over vacation must be scheduled, approved and posted by the employee's supervisor in writing no later than April 15<sup>th</sup> of that year. Such carried over vacation is to be taken before the current year's vacation leave to avoid the loss of such carried over vacation leave.

**Section 7:** Vacation is earned only for active work time and shall be credited at the beginning of the successive calendar year. At the time an employee leaves the employ of the HACC, for any reason, any vacation taken, but not yet earned, shall be deducted from the employee's last paycheck.

**Section 8:** When the vacation allowance for an employee changes based on his/her years of service, the annual allowance shall be computed on the basis of the number of full months at each rate. The new allowance shall be effective the remaining months of the year.

## ARTICLE 17 - WORKER'S COMPENSATION

**Section 1:** When an employee is injured on duty, and is ruled to be eligible to receive Worker's Compensation he/she is to receive the applicable rate as determined by New Jersey Worker's Compensation Laws during the period of temporary disability. Such payment will be made by the HACC's current workers' compensation insurance carrier.

**Section 2:** When an employee is injured on the job and the injury is ruled to be eligible for Workers' Compensation benefits, the employee will not be required to use his/her sick time to compensate for any days out of work, under seven (7) days. Thereafter, compensation will be as indicated in Section 1 above.

**Section 3:** An employee who is injured on the job and is sent to a hospital, or to a medical doctor, shall receive pay at the applicable rate for the balance of that day. After sustaining a compensable injury which requires additional medical treatment during his regular working hours, an employee shall receive his regular hourly rate of pay for such time.

**Section 4:** When an employee is injured on duty, the HACC shall be required to provide transportation for the initial visit only to the medical facility designated by the HACC and to be returned back to the work site. The means of transportation chosen shall be at the sole discretion of the HACC.

**Section 5:** While an employee is on Injured on Duty status, the employee will be compensated at the State's mandatory rate of 70%, non-taxable, of weekly salary. The employee will be compensated in accordance with the State's Workers' Compensation Laws and payment will be made directly from the current insurance carrier.

## ARTICLE 18 - HOLIDAYS

**Section 1:** The following days are recognized paid Holidays:

New Years Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

**Section 2:** Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on annual vacation leave, he/she shall not be charged for annual vacation leave taken for that day.

**Section 3:** An employee must either work or be on approved leave the last working day before, and the first working day after the holiday, to be eligible for holiday pay. All reported illnesses shall be substantiated by a doctor's certificate in order for an employee to receive pay for the holiday.

**Section 4:** No holiday shall be granted other than those listed in Section 1, above, except such other holidays as are officially declared by the President of the United States, the Board of Commissioners, and/or the Governor of the State of New Jersey.

**Section 5:** Whenever a holiday falls on a Seasonal Boiler Operator's regularly scheduled work day, the employee shall work and receive another day off with pay in lieu thereof, said day to be scheduled consistent with the needs of the HACC.

## ARTICLE 19 - LONGEVITY

**Section 1:** Longevity pay will be granted annually in 2012, 2013, 2014 and 2015, on or about November 1<sup>st</sup>, in a separate check, as follows:

Employees with 15 or more consecutive years of active service on May 9, 2013 - \$2,000.00. Employees that reach 15 years of active service after May 9, 2013 are not eligible for longevity pay.

**Section 2:** Leaves, paid or unpaid, shall not constitute active service.

**Section 3:** An employee entitled to longevity pay who retires or leaves the HACC any month prior to November 1st may receive pro rated longevity pay, based on his/her last day of service.

**Section 4:** Effective January 1, 1994, new employees will not be entitled to longevity pay.



## ARTICLE 20 - STRIKES AND LOCKOUTS

**Section 1:** In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any matter cause interference with, or stoppage of the HACC work. The HACC shall not cause any lockout.

**Section 2:** If either of the parties or if any person violates Section 1 of this Article, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action, damages may be recovered by appropriate action instituted in the Superior Court of New Jersey, Camden County Vicinage.

## ARTICLE 21 - JOB TITLE DEVELOPMENT

**Section 1:** The parties agree to the establishment of a committee to be made up of three (3) local Union members, (the Local president, vice president and a Council 71 representative) and management representatives to explore development of new titles. The Committee will meet monthly. It is anticipated that the committee will be formed and discuss titles meeting the needs of the HACC, and recommend bargaining unit titles to the Board of Commissioners for consideration prior to the end of this Agreement.

**Section 2:** It is further understood that creation of new titles is the exclusive right of the Housing Authority Board of Commissioners and this provision shall in no way hinder or require the exercise of that right by the Board or its designee.

**Section 3:** At least ten (10) days prior to filling vacancies to existing positions within the Bargaining Unit, or to newly created positions that HACC employees may be eligible for, the HACC agrees to post said vacancies. The posting shall include the classification, the salary range with authorized hiring rate, if any, a description of the job, any required qualifications, the shift assignment, and the procedure to be followed by the employees interested in applying.

## ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee consisting of the HACC and the Union shall be set up for the purpose of reviewing issues of common interest. The Committee's meetings are not intended to by-pass the grievance procedure, nor to be considered collective negotiations meetings, but rather are intended as a means of fostering good employment relations through communications between parties. Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed no less than seven (7) days prior to said meeting.

## ARTICLE 23 - DISCIPLINE PROCEDURES

**Section 1:** The terms of this Article shall apply to all permanent employees, including provisional employees with any permanent status, covered under the terms of this agreement.

**Section 2:** Discipline of an employee shall be imposed only for good and just cause according to the law and in violation of provisions of HACC's Personnel Manual, which do not conflict with the provisions herein. Discipline under this Article is defined as oral warning, written warning, suspension without pay, reduction in grade, and/or dismissal from employment.

**Section 3:** Just cause for discipline, up to and including dismissal from service, shall be as set forth in N.J.A.C. 4A:2.- 2.1 - 2.8. Minor disciplinary actions shall be addressed through Article 24, Grievance Procedure.

**Section 4:** The HACC shall give written notification to Council 71, and the President of Local 3441, when an employee is being suspended, fined, demoted or terminated from employment. Such notice shall include the extent and reason for disciplinary action, and shall be given within seventy two (72) hours of such disciplinary action.

- a. Employees shall be entitled to Union representation at all hearings and will not be denied same.
- b. No demotion shall be made for disciplinary reasons.
- c. If the HACC or any authorized agent of the HACC has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 5:** The Union Representative, e.g., Shop Steward, representing the relevant employee may undertake informal discussion with the appropriate level of Management prior to a hearing.

**Section 6:** Hitting anyone's time card other than the employee's own card will result in discharge.

## ARTICLE 24 - GRIEVANCE PROCEDURES

**Section 1:** A grievance shall be any difference of opinion, controversy, harassment or dispute arising between the parties thereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of the provisions of this Agreement.

**Section 2:** The Union will notify the HACC, in writing of the names of its Grievance Committee, not to exceed five (5) in number who are designated by the Union to represent employees under this grievance procedure. Only one (1) member of the Grievance Committee, in addition to the Union President, or designee, shall be empowered to investigate and present grievances during working hours, without loss of pay, for a period not to exceed three (3) hours per week. However, appointments must be made in advance to meet with management staff to address those grievances.

**Section 3:** Any grievance or dispute that might arise between parties with reference to the application, meaning or interpretation of this Agreement shall be settled in the following manner.

**Step 1:** An aggrieved employee and/or Union Shop Steward at the request of the employee, shall take up the grievance or dispute with the immediate Supervisor within ten (10) working days of its occurrence. Failure to act within the said ten (10) day period shall be deemed to constitute an abandonment of the grievance if the grievance is later presented. The immediate Supervisor shall review the matter with the goal of resolving the matter, and shall respond to the employee and/or Union Shop Steward within five (5) working days thereafter.

**Step 2:** If the grievance has not been settled, it shall be presented by the Union Shop Steward, Grievance Committee, or employee to the Human Resource Manager, in writing, within five (5) days after a response from the immediate Supervisor is received. The Human

Resource Manager and appropriate managerial staff shall meet with the Union Shop Steward, Grievance Committee or employee and respond in writing, to the Union Shop Steward, grievance committee, or employee within five (5) working days of the meeting.

**Step 3:** If the grievance is still not settled, it shall be presented by the Union Shop Steward, Grievance Committee, or employee to the Executive Director, in writing, within five (5) days after the response from the Human Resource Manager is received. The Executive Director shall meet with the Union Shop Steward, grievance committee or employee, and respond, in writing, to the Union Shop Steward, Grievance Committee or employee, within five (5) working days of the meeting.

**Step 4:** If the grievance remains unsettled, the Council 71 representatives, within fifteen (15) days after the reply of the Executive Director is received, may proceed with arbitration. A request for arbitration shall be made no later than said fifteen (15) day period, and shall constitute a bar to such arbitration if the time to request exceeds said fifteen (15) days period, unless the Union and the Executive Director shall mutually agree to extend the time period within which to request arbitration.

**Step 5:** With regards to subject matters that are grievable, the arbitration proceeding shall be conducted by an arbitrator to be selected by the HACC and the Union, within seven (7) working days after the notice has been given. If the parties fail to agree upon an arbitrator, the Public Employment Relations Commission (PERC) shall be requested by either or both parties to provide a panel of arbitrators; and the HACC and the Union shall make their selection(s) pursuant to PERC's instructions. The arbitrator shall restrict his inquiry to the standards established by this agreement only, and his decision shall be final and binding on the

parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

**Step 6:** Expenses for the arbitrator's services and proceedings shall be borne equally by the HACC and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

**Step 7:** The HACC and the Union agree to give each other reasonable consideration for meetings on grievances at any step of the grievance procedure.

**Step 8:** When any Union Representative is scheduled by either of the parties to participate during working hours in grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or have any charge against his/her sick or annual leave.



## ARTICLE 25 - SENIORITY

**Section 1:** Seniority is defined as an employee's total length of service with the HACC, beginning with the original date of hire, provided that there is no break in service. At the request of the Union, in January, the HACC shall provide a seniority list for employees in the unit, stating their date of hire, title and salary.

**Section 2:** An employee having broken service with the HACC (as distinguished from leave of absence), shall not accrue seniority credit for the time when not employed by the HACC, or for prior time.

**Section 3:** If questions arise concerning two (2) or more employees who were hired on the same date, the following shall apply: If hired prior to January 1, 1979, seniority preference among such employees shall be determined by the order in which such employees are already shown on the HACC's payroll records, first preference, etc. For employees hired on the same date subsequent to January 1, 1979 preference shall be given in alphabetical order of the employee's last name.

**Section 4:** In all cases of promotion, provisional promotions, layoff, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to perform work involved.

**Section 5:** An employee who refuses a job promotion shall not later exercise his/her seniority over a junior employee in promotional positions. An employee who refuses promotion must sign a statement to that effect to be placed in his/her personnel folder. This statement will not interfere with any future promotional positions.

**Section 6:** The HACC shall maintain an accurate up-to-date seniority roster, showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to Union Representative upon request.

**Section 7:** When more than one work shift per day within a given classification is in affect, employees with such classifications will be given preference of shift in accordance with their seniority. Such preference will be exercised only when vacancies occur, or when for other reasons, changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

## ARTICLE 26 - MEMBERSHIP PACKETS

The HACC shall allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new members.

<u>N.L.</u>	Union	<u>7/29/13</u>	Date
<u>S.G.K.</u>	HACC	<u>8/19/13</u>	Date

## ARTICLE 27- PRINTING OF THE AGREEMENT

**Section 1:** The Agreement will be printed by the Union for all employees in a pocket edition. The official Agreement will be the document originally signed by all parties, as well as all copies of the signed original document. The Agreement will be union-printed, and contain the Union insignia.

**Section 2:** Upon completion of the printing of the signed Agreement, the Union shall furnish no less than twenty (20) copies of the printed Agreement to the HACC.

## ARTICLE 28 - GENERAL PROVISIONS

**Section 1:** Bulletin boards will be made available by the HACC at each permanent work location for the use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

**Section 2:** Should any provision of this Agreement be found to be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

**Section 3:** Agents of the Union, who are not employees of the HACC, will be permitted to visit with the employees during working hours at their work stations, for the purpose of discussing Union representation matters. However, management is to be notified in advance of any such visits. This right must be reasonably exercised, and it cannot cause any undue interference with work progress. Such representatives shall also be recognized by the HACC as an authorized spokesman for the Union in matters between the parties regarding employee representation matters.

**Section 4:** The jurisdiction and authority of the HACC over matters not covered by this Agreement are implied and expressly reserved by the HACC.

**Section 5:** An employee shall within five (5) working days of a written request have the opportunity to review his/her personnel file in the presence of an appropriate official of the HACC or Union. He/she shall be allowed to attach to such a file a response of a reasonable length to anything contained therein which is deemed adverse.

**Section 6:** Employees will not be required to participate in the eviction of tenants.

**Section 7:** All employees responsible for handling money (cash or checks) will be bonded by the HACC at no cost to the employee.

**Section 8:** The HACC shall set up a telephone chain wherein employees shall be notified of any emergency event that would effect the employee.

**Section 9:** New employees shall be entitled to all rights and privileges of other employees in accordance with the probationary period, except as specified herein.

**Section 10:** Time off for the purpose of conducting Union Business, which cannot be conducted during non-working hours, shall be granted, without loss of pay, to the President, Vice-President or Board Member of AFSCME, Local 3441. This time shall not exceed a duration of one (1) hour, and shall be subject to the constraints of the local work schedule and must be approved by the Executive Director or his/her designee, prior to being taken.

**Section 11:** Members of the bargaining unit who, by mutual agreement between the Union and the HACC, participate during work hours in conferences and meeting with the HACC which involve or derive from the collective negotiations agreement, shall suffer no loss of pay.

**Section 12:** Grandfathered Civil Service employees, per Resolution, shall retain all rights afforded by Civil Service Statutes and Regulations.

## ARTICLE 29 – EQUAL TREATMENT

**Section 1:** The HACC and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union activities, Union membership, or non-job related handicap or disability.

**Section 2:** The HACC may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

**Section 3:** Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the HACC pursuant to Section 2 above, the HACC agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

**Section 4:** Any and all policies or regulations which relate to the subject matter of this Agreement will be posted by the HACC five (5) days prior to implementation.

**Section 5:** All references to "employee" in the Agreement shall refer to both sexes. Whenever the male pronoun is used, it shall include male and female employees.

## ARTICLE 30- SAFETY AND HEALTH

**Section 1:** The HACC shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary, in order to insure safety and health; and which must be worn and used by employee when required.

**Section 2:** The HACC and the Union shall designate a Safety Committee member. It shall be a joint responsibility to investigate and recommend corrections to the Human Resource Manager unsafe and unhealthful conditions in general, and to make recommendations to either or both parties, when appropriate. The Safety Committee member, representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the HACC's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Executive Director or his/her designee.



## ARTICLE 31 – DRUG TESTING POLICY

A Policy has been negotiated and implemented. Refer to the Personnel Department for a copy.

## ARTICLE 32 – VEHICLES

**Section 1:** When an employee of the Authority is required to use his/her personally owned automobile in the conduct of the HACC's business, as a requirement for employment, the Authority shall reimburse the employee at the State rate for mileage, plus tolls.

**Section 2:** An employee's vehicle is required to be insured in accordance with New Jersey laws and regulations.

**Section 3:** Every employee is required to have a valid license to operate a motor vehicle owned or leased by the HACC, and will produce a copy prior to operating any such vehicle, which will be maintained on file. The employee must advise HACC if his/her license is revoked or suspended which will preclude operation of motor vehicles, including those owned or leased by HACC. Notwithstanding, the HACC may obtain driver's abstracts from the Motor Vehicle Commission.

### ARTICLE 33 - TERM OF AGREEMENT

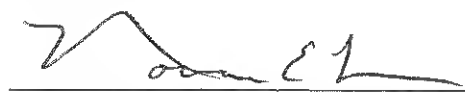
**Section 1:** This Agreement shall be effective as of the first day of January, 2012, and shall remain in full force and effect until the 31st day of December, 2015. It shall be automatically renewed, from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in Section 2 below.

**Section 2:** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.


IN WITNESS WHEREOF, the parties have hereunder set their hands and seals at the City of Camden, New Jersey, on this 29<sup>th</sup> day of July 2013.

AFSCME  
COUNCIL #71, LOCAL 3441

  
Mattie Harrell, Executive Director / IVP

  
Norman E. Lee, President, AFSCME Local 3441

HOUSING AUTHORITY OF THE CITY  
OF CAMDEN

  
Maria Marquez, Ph.D., Executive Director

  
Thomas Kwartnik, Human Resource Manager

# **APPENDIX 1** **WHITE COLLAR (35 HOURS)**

Note: \* indicates position does not exist.

Title (Regular Employees)

Starting Salary

Accounts Payable Clerk  
Accounts Receivable Clerk  
Administrative Assistant  
Assistant Bookkeeper \*  
Budget Analyst\*  
Budget Examiner \*  
Clerk Typist  
Computer Service Technician\*  
Data Entry Machine Operator\*  
Data Processing Technician\*  
Data Program Technician\*  
Engineering Technician\*  
File Clerk  
Grounds Maintenance  
Housekeeping\*  
Housing Assistance Technician\*  
Housing Specialist  
Housing Typist Aide  
HQS Inspector  
Inspector\*  
Inventory Control Analyst\*  
Janitor  
Office Support  
Payroll Supervisor\*  
Program Monitor\*  
Purchasing Assistant Typing\*  
Secretarial Assistant Typing\*  
Secretarial Assistant – Bilingual\*  
Secretarial Assistant Stenography\*  
Senior Clerk Typist\*  
Tenant Interviewer  
Tenant Interviewer Typing\*  
Training Assistant\*

### BLUE COLLAR (40 HOURS)

Title (Regular Employees)

Starting Salary

Note: \* indicates position does not exist.

Auto Mechanic\*  
Boiler Operator\*  
Boiler Operator - Seasonal  
Boiler Room Mechanic  
Building Maintenance Worker  
Building Service Worker  
Carpenter\*  
Exterminator\*  
Fleet Manager\*  
Laborer  
Maintenance Repairer  
Omni Bus Driver  
Painter\*  
Roofer\*

### GRANT POSITIONS

The following positions shall be continued only as long as the relevant grant monies are approved for salaries. No grant positions shall be paid a higher salary than as provided by the terms of the grant. The persons in these positions, if not funded, shall be laid off.

Title (Grant Funded Employees)

Starting Salary

Administrative Assistant  
Family Self-Sufficient  
GED Instructor  
Site Coordinator